

# **EXHIBIT A: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

CITY OF ATLANTA  
DEPARTMENT OF AVIATION  
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-6949 JANITORIAL SERVICES AT H-JAIA

EXHIBIT A – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

- 1.0 INTRODUCTION. The Contractor is required to provide janitorial services at Hartsfield-Jackson Atlanta International Airport in accordance with the Agreement, including, but not limited to, this Scope of Work.
- 2.0 SCOPE OF SERVICES. The Contractor shall provide janitorial services to the Department of Aviation. This work is to be performed daily, Monday through Friday, except regular City holiday unless a specific request is made to the Contractor in advance or as specifically stipulated in designated areas. The Contractor shall furnish all labor, equipment, and supplies necessary to perform the services set forth herein, except as otherwise specified. Space will be provided on the premises for storage of the Contractor's equipment and supplies. All floor waxes, strippers, sealers, polishes, carpet cleaning products, etc. are to be applied in accordance with manufacturer's specifications. Only the best water emulsion, non-skid waxes are to be used. Waxes, strippers, and sealers are to be approved by the Director of Maintenance. The work shall be scheduled at such times as to avoid interference with normal or specific activities that may occur in the facilities of the Department of Aviation. All scheduled work must be completed. Any area not completed shall be reported to the Department of Aviation's designee. The size of areas to be cleaned, (square feet), and the type of floor are subject to change without adjustment to Contract amount. Minimum staffing will be agreed to by Contractor and the Department of Aviation and must be maintained throughout the Contract. The Contractor is responsible for the security of the buildings during the period Contractor's employees are at work. Upon completion of work each day, all windows and doors shall be locked securely.

A. The work described in these specifications is to be performed for the Department of Aviation at the following locations:

1. AREA ONE:                      Airport Maintenance Facility, 1300 Interloop Road Buildings #1, #2, #3, #4;
2. AREA TWO:                     Nineteen (19) booths as follows:
  - A. Gate Guard booth locations (10)
    1. Gate #1 – at the Northeast corner of the Central Passenger Terminal Complex (CPTC) and North Terminal Parkway;
    2. Gate #1A – on the north NLVR north of Gate #1
    3. Gate #40 – at the entrance to International terminal loading dock on Manor Jackson International Blvd.
    4. Gate #42 – on South Ramp Road;
    5. Gate #42A – on South Ramp Road;
    6. Gate #50 – on Central Cargo Circle;
    7. Gate #59 – north of the South Cargo Complex, off Inner Loop Road South;
    8. Gate #79 – on the southwest corner of the terminal building and South Terminal Parkway;
    9. Gate #78A – on the south NLVR road headed to terminal bldg. and south Terminal Parkway;
    10. CP Lot 1; and CP Lot 2

- B. Police booth locations (5)
  - 1. Two (2) at the North Terminal curbside;
  - 2. Two (2) at the South Terminal curbside; and
  - 3. One (1) in the West Curb Area.
- C. Ground Transportation booths (4)
  - 1. One (2) Taxi Starter booth at the West Curb Taxi Stand;
  - 2. One (1) Taxi Starter booth at the Taxi Assembly Area; and
  - 3. One (1) Limousine booth at the West Curb.
- 3. AREA THREE: Taxi Assembly Building
- 4. AREA FOUR: Motor Transport Facility  
4600 ASA Road  
Atlanta, Georgia 30320
- 5. AREA FIVE: Dobbs Facility (specified areas),  
4590 West Fayetteville Road  
College Park, Georgia 30337
- 6. AREA SIX: North Cargo  
3400 Airport Loop Road  
Atlanta, Georgia 30341
- 7. AREA SEVEN: Police Bomb Detection and Disposal Unit  
K-9 Facility  
4601 West Fayetteville Road  
College Park, Georgia 30337
- 8. AREA EIGHT: TSOD  
4590 West Fayetteville Road  
College Park, Georgia 30337
- 9. AREA NINE: Technical Support Campus  
1255 South Loop Road  
Atlanta, Georgia 30320
- 10. AREA TEN: C4  
720 Doug Davis Dr.  
Hapeville, Georgia

The size and other details of the above listed areas are shown on the following pages of these specifications. The Contractor must determine for itself the size and location of the areas. The City makes no representation or warranty of the accuracy of the forgoing information regarding the size or other details of the above areas.

Contract Coordinators for the department shall be the Aviation Maintenance Director or his/her designee, or other DOA personnel as designated by the Aviation General Manager.

### 3.0 LOCATION DETAILS

#### A. Area One (17,433 sq.ft) - Airport Maintenance Facility-1300 Interloop Road

- 1. Building #1 (15,586 sq. ft.) – Office Building
  - a. Number of separate offices: 36

- Total area of carpet: 2,268-sq. ft.
  - Total area non-carpeted: 9,218-sq. ft.
  - b. Number of hallways: 7
    - Total area of carpet: 663-sq. ft.
    - Total area non-carpeted: 1052-sq. ft.
    - (1) 3'x 15'runner: 150-sq. ft.
  - c. Number of glass doors and windows: 39
    - Interior Surface: 1,535-sq. ft.
  - d. Number of restrooms: 6
    - Total floor area: 700-sq. ft.
    - Number of restroom fixtures: 32
  - e. Other special cleaning requirements:
    - The portion of the facility being used as a lunch/break room is to be swept and damp mopped, nightly, with all tables, kitchen counters, refrigerators, and microwaves wiped down and all trash containers and butt receptacles, (if applicable), emptied on a daily and nightly basis.
2. Building #2 (1,075 sq.ft.) - Stockroom/shops
- a. Number of separate offices: 3
    - Total area of carpet: 0
    - Total area non-carpeted: 828-sq. ft.
  - b. Number of hallways: 3
    - Total area of carpet:
      - (1) 4-ft. x 16 ½ ft. runners: 66-sq. ft.
      - (9) 4-ft. x 5-ft. runner: 180-sq. ft.
    - Total area non-carpeted: 0
  - c. Number of glass doors and windows: 2
    - Interior surface area: 1-sq. ft.
  - d. Number of restroom fixtures: 22
  - e. Other special cleaning requirements:

The locker room/dressing area will be swept and damp mopped, nightly and thoroughly scrubbed, sanitized, and cleaned monthly and all trash containers and butt receptacles, (if applicable), emptied daily.

The 4-ft. x 16 ½-ft. runners and the (9) 4-ft. x 5-ft. runners are to be vacuumed nightly.

3. Building #3 (772-sq.ft.) – Motor Transport Facility
- a. Total number of offices: 3
  - b. Copy room
    - Total area: 546-sq.ft.
  - c. Break room
    - Total area: 120-sq.ft.
  - d. Number of restrooms: 2
    - Total floor area: 106-sq.ft.
4. Building #4 (60-sq.ft.)
- a. Number of restrooms: 1
    - Total floor area: 60-sq. ft.
- B. Area Two (3,553 sq.ft.) - Nineteen Booths
1. Guard Booths (1,834 sq.ft.)
- a. Gate #1
    - Total area: 46-sq. ft.
    - Surface area of interior/exterior windows: 68-sq. ft.

- Gate #1A  
Total area: 106-sq.ft.  
Surface area of interior/exterior windows: 68-sq.ft.
  - Gate #40  
Total area: 46-sq. ft.  
Surface area of interior/exterior windows: 68-sq. ft.
  - b. Gate #42  
Total area: 46-sq. ft.  
Surface area of interior/exterior windows: 68-sq. ft.
  - Gate #42A  
Total area: 46-sq.ft.  
Surface area of interior/exterior windows: 68-sq.ft.
  - c. Gate #50  
Total area: 46-sq. ft.  
Surface area of interior/exterior windows: 68-sq. ft.
  - d. Gate #59  
Total area: 46-sq. ft.  
Surface area of interior/exterior windows: 68-sq. ft.
  - e. Gate #78A  
Total area: 46-sq. ft.  
Surface area of interior/exterior windows: 68-sq. ft.
  - f. Gate #79  
Total area: 500-sq. ft.  
Surface area of interior/exterior windows: 294-sq. ft.
  - g. CP Lot 1 and 2  
Total area: 46-sq. ft. (each)  
Surface area of interior/exterior windows: 68-sq. ft. each
2. Police Booths (993 sq.ft.)
- a. South Terminal (2)  
Total area: 121-sq. ft. (each)  
Surface area of interior/exterior windows: 210-sq. ft.
  - b. North Terminal (2)  
Total area: 121-sq. ft. (each)  
Surface area of interior/exterior windows: 210-sq. ft.
  - c. West Curb  
Total area: 121-sq. ft.  
Surface area of interior/exterior windows: 210-sq. ft.
3. Ground Transportation Facilities (726 sq. ft.)
- a. (2) Taxi Starter Booth – West Curb  
Total area: 64-sq. ft.  
Surface area of interior/exterior windows: 420-sq. ft.
  - b. Taxi Starter Booth - Limousine Area  
Total area: 32-sq. ft.  
Surface area of interior/ exterior windows: 210-sq. ft.
  - c. Taxi Starter Booth – Taxi Assembly Area  
Total area: 32-sq. ft.  
Surface area of interior/exterior windows: 210-sq. ft.

C. Area Three (3,824 sq.ft.) - Taxi Assembly Building

1. Breakroom  
Total area: 1,488-sq. ft.  
Surface area of interior/exterior windows: 1,336 ½-Sq. ft.
2. Men's Restroom  
Total area: 272-sq. ft.
3. Women's Restroom  
Total area: 77-sq. ft.

D. Area Four (3,776 sq.ft.) - Motor Transport Facility – 4600 ASR Road

1. Number of separate rooms: 10  
Total area of carpet: 2,310-sq. ft.
2. Number of hallways: 2  
Total area of carpet: 300-sq. ft.  
Total area non-carpeted: 720-sq. ft.
3. Number of glass doors and window: 31  
Interior surface area: 246-sq. ft.
4. Number of restrooms: 2  
Total floor area: 200-sq. ft.  
Number of restroom fixtures: 6

E. Area Five (6,764 sq. ft.) - Dobbs-Facility – 4690 West Fayetteville Road

1. Number of separate offices: 9  
(Including conference room and lunch room)  
Total area of carpet: 3,708-sq. ft.  
Total area non-carpeted: 0
2. Number of Hallways: 4  
(Including Copy Machine area)  
Total area carpeted: 282-sq. ft.  
Total area non-carpeted: 2,289-sq. ft.
3. Number of Glass doors and windows: 3  
Interior surface area: 48-sq. ft.
4. Number of shower/restrooms/dressing room: 4  
Total floor area: 437-sq. ft.  
Number of fixtures: 20

F. Area Six (2,684 sq. ft.) – North Cargo -

1. Office.
2. Bathrooms
3. Bay Area
  - a. Glass
  - b. Windows

G. Area Seven (22,425 sq. ft.) – Police Bomb Detection and Disposal Unit K-9 Facility–4601 West Fayetteville Road-College, Georgia 30337

1. Total Area: 22,425-sq. ft.
  - a. 1<sup>st</sup> Floor area: 8,125-sq. ft.
  - b. 2<sup>nd</sup> Floor area: 7,800-sq. ft.
  - c. 3<sup>rd</sup> Floor area: 6,500-sq. ft.
2. Service includes cleaning of all break rooms/kitchenette area and restrooms.

H. Area Eight (11,041 sq. ft.)-TSOD

1. Total area of carpet: 8,421-sq. ft.  
Total area of non-carpeted area: 1,124-sq. ft.
2. This area consist of:
  - a. Offices: 29
  - b. Kitchen/Break room Combination: 1
  - c. Restrooms: 2
3. Total area of interior/exterior glass: 1,496-sq. ft.

I. Area Nine (60,062 sq.ft.) - Technical Support Campus and Connecting PODs

1. Total area of carpet: 49,000-sq.ft.  
Total area of non-carpeted area: 5,800-sq.ft
2. This area consists of:
  - a. Offices: 23
  - b. Conference Rooms: 13
  - c. Bathrooms: 10
  - d. Kitchenettes: 3
  - e. Break rooms: 2
  - f. Janitorial Closets: 3
3. Total area of interior/exterior glass: 5,262-sq.ft.

J. Area Ten (35,000 sq-ft) – C4

1. Total area of carpet: 33,000-sq.ft.  
Total area of non-carpet area: 2,000-sq.ft.
2. This area consist of:
  - a. Offices: 20
  - b. Conference Rooms: 8
  - c. Bathrooms: 4
  - d. Break rooms: 1
  - e. Janitorial Closets: 1
3. Total area of interior/exterior glass: 4,225-sq.ft.

**Note: All reference to windows surface area is for unit prices to be provided. Glass cleaning will be required as stated in the schedule. All storefront entry glass panels are to be cleaned monthly and all other glass shall be cleaned semi-annually.**

#### 4.0 KEY CONTROL

- A. The Contractor shall establish and implement methods of insuring that all keys issued to the Contractor by the Department are not lost or misplaced, and are not used by unauthorized persons. No keys issued to the Contractor shall be duplicated. The Contractor shall develop procedures covering key control that will be included in the quality control plan.
- B. The Contractor may be required to replace, re-key, or to reimburse the Department for replacement of locks or re-keying as a result of Contractor losing keys. In the event a master key is lost or duplicated, the Department shall replace all locks and keys for that system, and the total cost shall be deducted from the monthly payment due the Contractor.
- C. It is the responsibility of the Contractor to prohibit the use of keys issued by any persons other than the Contractor's employees.

#### 5.0 CONSERVATION OF UTILITIES

- A. The Contractors shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude waste of utilities, which shall include, but shall not necessarily be limited to electricity, water, etc.
- B. Lights shall be used only in areas where and at the time when work is actually being performed.
- C. The workers will not adjust mechanical equipment, or controls for heating, ventilation, and air conditioning systems, except in cases of emergency to shut off the systems.
- D. Water faucets or valves shall be turned off after the required usage has been accomplished.

#### 6.0 LOST AND FOUND PROPERTY

It is the responsibility of the Contractor to ensure that all possible lost articles of personal or monetary value found by the Contractor's employees are turned in to the City's representative.

#### 7.0 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

#### 8.0 DISMISSAL OF EMPLOYEES

The Department may request the Contractor to immediately remove from the premises and/ or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- A. Neglect of duty, absenteeism, and sleeping on the job.
- B. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.



- C. Theft, vandalism, immoral conduct, or any other criminal action.
- D. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, or any other drug/medicine prescribed or over the counter, which produce similar effects while on duty.

## 9.0 SUPERVISION

The Contractor shall provide adequate competent supervision at all times during the performance of this Contract. To that effect, a qualified Project Manager and one or more alternates shall be designated in writing to the Department prior to Contract start. A resume of qualifications of the designated individuals must accompany aforementioned designation. The Project Manager or his designated representative must be ready to meet with Departmental personnel. The Contractor shall provide the telephone numbers where its representative(s) can be reached or call back within a two hour time frame.

## 10.0 PERFORMANCE EVALUATION MEETINGS

The Project Manager shall be readily available to meet with representatives of the Department weekly during the 3<sup>rd</sup> month of the Contract and as often as necessary thereafter. A mutual effort will be made to resolve any and all problems identified at these meetings. A designated representative of the Department will be responsible for scheduling and chairing the meetings, and preparing copies of written minutes for distribution. Should the Contractor not concur with same, he shall set forth in writing his reasons for disagreement and present them to the Department representative.

## 11.0 WORKING HOURS AND MINIMUM WORK FORCE

- A. Airport Maintenance Facility, 1300 Inner Loop Road, Buildings #1, #2, #3, And #4, the Dobbs Facility , C4 – 720 Doug Davis Drive: Because this is a 24-hour, 7-days-a-week operation, the entire Complex, including break room, all restrooms, and locker room/dressing Area, shall be cleaned Sunday through Saturday, including City holidays, Any time after 5:00 P.M. nightly.
- B. Guard/Police/Taxi Starter Booths: Each booth shall be cleaned Monday through Friday, except holidays.
- C. Taxi Assembly Building: Because this is a 24-hour, 7-days-a-week operation, the entire complex shall be cleaned Sunday through Saturday, including City holidays 4 times a day. The hours are 6:00 A.M. (morning), 12:00 P.M. (noon), 8:00 P.M. (evening), and 12:00 A.M. (midnight).
  - C. Fire Training Facility: Janitorial service is requested daily, after 6:00 P.M., Monday through Friday, except holidays.
  - D. Dobbs-I areas – 4590 West Fayetteville Road -
  - E. TSOD – 4590 West Fayetteville Road - Janitorial service is requested daily, after 6:00 P.M., Monday through Friday, except holidays.
  - F. C4 - 720 Doug Davis Dr.
  - G. Police Bomb Detection and Disposal Unit K-9 Facility – 4601 W. Fayetteville Road

Fayetteville Road - Janitorial service is requested daily, before 4:00 P.M., Monday through Friday, except holidays.

- H. North Cargo - 3400 Airport Loop Road  
Atlanta, Georgia 30341  
Janitorial service is requested daily, after 5:00 P.M., Monday through Friday, except holidays.
- I. Technical Support Campus – 1255 South Loop Road  
Janitorial service is requested daily, after 5:30 P.M., Monday through Friday, except holidays.
- J. Motor Transport Facility – 4600 ASR Road Janitorial service is requested daily, after 5:00 P.M., Monday through Friday, except holidays.

## 12.0 SPECIAL PROVISIONS

These requirements are to be followed explicitly for all sites:

- A. All employees shall be required to sign in and out on a designated log sheet.
- B. All employees shall be required to wear I.D. badges to be furnished by Contractor and approved by the Department of Aviation.
- C. At the end of each week, the Contractor shall file with the Department representative a list of all employees used at the work site.
- D. Keys to each facility shall be issued only to Contractor's Supervisor for that site. Only the Supervisor shall unlock any outside door and shall be responsible for maintaining facility security.
- E. No one under age eighteen is permitted on the premises after normal working hours. Contractor's employees are not allowed on the premise if they are not involved in the performance of the work.
- F. Services required on a Quarterly basis shall be performed only on Saturdays, Sundays, or City Holidays or as scheduled.

## 13.0 REQUIREMENT PRIOR TO COMMENCING WORK

- A. Upon executing the Contract and before beginning the work, the Contractor shall prepare a schedule that shall include:
  - 1. The dates to strip and refinish all composition, cement, terrazzo, marblette, ceramic, resilient, etc., floors and stairways.
  - 2. The dates to thoroughly clean carpet at each location.
  - 3. The dates to wash the light fixtures and surrounding ceiling.
- B. Prior to beginning work, the Contractor shall prepare schedules, referencing individual locations and the following Sections and Technical Specifications:
  - 1. Weekly – day of week;
  - 2. Monthly – day of month;
  - 3. Semi-annually – month of service; and
  - 4. Annually – month of service.
- C. The Contractor shall establish and maintain a comprehensive Quality Control Program to assure the requirements of the Contract are provided as specified. An update must be

provided as changes occur. The Program shall include, but not be limited to the following:

1. An inspection system, covering all the services to be performed under the Contract. It must specify areas to be inspected on either a scheduled or unscheduled basis and the name and title of the individual(s) who will do the inspections.
  2. A method of identifying deficiencies in the quality of services Performed before the level of performance becomes acceptable.
  3. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the City upon request.
- D. All information required by Section 14.0 A, B, and C must be submitted to and approved by the Airport Maintenance Director or designee prior to beginning work.
- E. Schedules for each location as required by Section 14.0 B are to be in a Checklist format and copies will be posted at each location. Contractor's Employees shall sign the schedule as duties are completed.
- F. The Daily Requirements as listed in Section 19.0 shall be posted at each location. The Contractor's employees shall sign the list on a daily basis.

#### 14.0 WAGES

- A. The Contractor shall maintain payroll records during the entire term of the Contract and any Contract extensions. A copy of the payroll summary shall be forwarded to the City no later than five (5) working days after each pay period.

#### 15.0 PAYMENTS TO CONTRACTOR

- A. The Contractor shall be paid monthly the amount stated on Exhibit A.1 attached.
- B. The City may require services beyond the scope of these Contractual documents. The Contractor will provide a cost proposal for these extra services as requested based on the per unit price, which includes the cost of direct labor with supervision, payroll (see Section 9.0), plus overhead and burden.

Unit price shall be a square-foot cost as listed for the following:

1. General cleaning as defined in the contract
    - a. For offices, restrooms and common use areas
  2. Stripping and waxing floors (base board included)
  3. Carpet cleaning (base board included)
  4. Light fixtures.
- C. The City reserves the right to increase and/or decrease any work locations. Contractor's compensation will be adjusted accordingly.

#### 16.0 RULES AND REGULATIONS

The Contractor agrees to observe and obey any and all rules and regulations adopted by the City of Atlanta, and such regulations as set forth by the Federal, State and local government/authorities.

## 17.0 REPAIR OF BUILDING

The Contractor shall notify the Airport Maintenance Director or designee immediately of any fixtures, building equipment, or material which have become loose, out of order, or in need of repair or replacement.

## 18.0 DAILY

- A. All composition floors shall be swept and/or damp mopped to remove dirt and soiling and deodorized.
- B. All Terrazzo, Marble, and Ceramic floors and stairways shall be wet mopped. These areas shall be sealed and polished wherever wear is noticeable.
- C. All office counters, furniture, cabinets, desks, chairs, ledges, windowsill partitions, pictures, and other wall adornments, etc. are to be dusted and cleaned.
- D. Empty wastebaskets, trashcans, ashtrays, sand urns, water urns, etc. Empty recycle bins into recycle containers. Supply sand and water urns with fresh sand or water. Trash shall be placed in designated locations.
- E. Marks and smudges shall be removed as needed from all walls, doors, floors, partitions, elevator cars and doors, light switches, electric and telephone outlets, doorknobs, mirrors, and other high-traffic areas.
- F. Report burned-out lights to Airport Maintenance.
- G. All areas shall be cleaned with the same type and level of cleaning.
- H. All Guard Booths shall be cleaned by sweeping, mopping, and trash removal. Contractor's representative(s) responsible for cleaning Guard Booth #1A, #78, #42 and #42A will require escort by the City's designated representative.
- I. All Police Booths shall be cleaned by sweeping, mopping, and trash removal.
- J. All Taxi Starter Booths shall be cleaned by sweeping, mopping, and trash removal.
- K. All sinks and drinking fountains shall be cleaned and sanitized.
- L. All kitchen/breakroom areas shall be cleaned and sanitized.
- M. All Technical Support Campus Entrance and Maintenance Building 1, C4, TSOD, K-9, North Cargo Areas shall have all glass doors and metal trim cleaned and dry shined per schedule, and the Front Entrance shall be swept and trash-free. The parking lot shall be cleaned so that it is also kept trash-free from any trash that is removed from the building, including the area in and around the trash dumpsters.
- N. Restrooms
  - 1. Urinals, commodes, and washbasins shall be cleaned and disinfected.
  - 2. Mirrors shall be polished.
  - 3. Stall partitions and tile walls shall be cleaned and sanitized.
  - 4. Floors shall be swept and wet mopped with cleaner.

5. Sanitary napkins receptacles shall be cleaned and sanitized.
  6. Hand towels, tissue, sanitary napkins, and soap receptacles shall be refilled from City's supplies.
  7. Each month a bucket of water must be poured into the floor drain.
- O. Conference Rooms
1. Clean chalkboards and ashtrays. Chalkboards shall not be damp-wiped.
  2. Dust and rearrange the furniture.
  3. Glass in entrance doors, storefronts, and partitions shall be cleaned, vacuum carpet or mopped the floor, dust furniture and empty trash bins.

20. WEEKLY

- A. Sweep floors with treated dust mop. Mop with string mop and an approved cleaning solution semi-weekly or more frequently if needed.
- B. Trashcan liners are to be changed. New liners are to be furnished by the Contractor.
- C. Disinfect all walls and floors in restrooms.
- D. Wall, wainscot, and woodwork shall be dusted and soiling removed.
- E. All marble/ceramic surfaces and areas surrounding washbasins in Restrooms are to be cleaned and disinfected.
- F. Inside of all windows six (6) feet and below shall be cleaned.
- G. Telephone receivers shall be damp-wiped with a disinfectant solution.
- H. All carpets shall be thoroughly vacuumed, inclusive of corners, edges, and behind doors.

21. SEMIMONTHLY

All terrazzo, Marblette, and ceramic floors and stairways are to sealed and polished. High traffic areas shall be polished more frequently as needed.

22. MONTHLY

- A. All walls, partitions, doors, door closures, and doorframes are to be completely cleaned.
- B. Venetian and Levolor blinds are to be washed.
- C. Draperies and curtains are to be vacuumed.
- D. Walls, wainscot, and woodwork are to be thoroughly cleaned.
- E. De-scale fixtures in restrooms with acid-type bowl cleaner.
- F. Wash and polish all furniture as needed.

- G. Clean and disinfect inside and outside of all trash and ash receptacles.
- H. Wash glass partitions and West Curb Windscreens, but do not hand-wipe or use a squeegee on the Windscreens or any other plexi-glass partitions. West Curb Windscreens are to be cleaned between 12:00 A.M. and 6:00 A.M.

23. QUARTERLY OR SEMI-ANNUAL AS STATED

- A. Air conditioning diffusers return vents, and surrounding areas are to be washed every 6 (six) months.
- B. Strip, reseal, and refinish floors with at least two coats of seal and two coats of finish every 3 (three) months.
- C. Shampoo carpet every 6 (six) months.
- D. Interior of all windows above six (6) feet shall be cleaned every 6 (six) months.
- E. Exterior of all windows shall be cleaned every 6 (six) months.
- F. Wash glass partitions and West Curb Windscreens, but do not hand-wipe or use a squeegee on the Windscreens or any other plexi-glass partitions. West Curb Windscreens are to be cleaned between 12:00 A.M. and 6:00 A.M.
- G. Exterior of Technical Support Campus shall be pressure-washed using professional pressure washing equipment each contract year and must be coordinated. All dirt and/or stains on the exterior of the building shall be removed by this method.

**NOTE: Any reference to pressure is for unit pricing only.**

24. COMPUTER AND MICROFILM ROOMS

Normal schedules, detailed in Sections 19.0 through 23.0 above, prevail. However, special Conditions require restrictions at these locations:

- A. All dusting must be done with anti-static cloths.
- B. Floors are to be dust mopped with mops treated with anti-static solution.
- C. Ashtrays and trashcans are to be emptied outside of machine area.
- D. Whenever water must be used, limit the amount to that necessary for the job.
- E. Polishing pads shall be of the type designed for use in this type of area.
- F. These areas must be serviced during normal working hours.
- G. Steel wool will not be used in these areas.

25. METHODOLOGY

The following shall be the basic description of methods to be used. Any variation from these shall be subject to specific approval by the Airport Maintenance Director or designee.

A. Floor Sweeping

The floor shall be swept clean so that no dust streaks are left and no dust is left there. Dirt is picked up with the dustpan. No dirt or dust shall be left in the corners, behind or under the furniture, behind doors, or on stair treads and risers. Sweeping shall be done with hairbrushes and cotton sweeping mops in such a manner that a minimum amount of dust is raised. Straw brooms may be used only in sweeping exterior surfaces. In areas where no dust can be tolerated, vacuum cleaners, cotton sweeping mops, oil-free treated mops, or an oil-free sweeping compound and hairbrush shall be used. All furniture and other equipment moved during the sweeping process shall be replaced at the completion of the work. Baseboards, doors, furniture, and equipment shall not be disfigured or damaged by being struck with the sweeping brush or mop, or in the process of moving furniture and equipment.

B. Mopping

Floors shall be wet mopped to remove dirt and stains that cannot be removed by sweeping. Natural soap solution shall be used as an agent to remove the dirt. Floors shall be rinsed clean so as to remove soap residue and any dingy or cloudy appearance. Floors shall be dried after mopping to prevent any standing water from being absorbed into beams or floor covering. Mop water shall be changed regularly throughout the day. Mop water splashed on baseboards, doors, furniture, equipment, etc., shall be removed immediately. Terrazzo, ceramic tile, and vinyl asbestos floors shall be mopped nightly.

C. Scrubbing

Scrubbing shall be done as needed with neutral soap solutions when mopping cannot clean a floor. With specific approval, scouring powder may be used on very dirty quarry tile or ceramic tile floors. Water or scrubbing solution shall not be allowed to stand on floors longer than necessary to complete the cleaning job, at which time dirty water shall be picked up, and the floor shall be rinsed clean until free of all soapy solution, when dried.

D. Floor Finishing (Stripping/Sealing/Waxing)

Floor finishing shall be done no less than what is stated in the contract and approval of Department of Aviation Designee, and shall be limited to floors other than terrazzo floors. Only approved floor finishes shall be used on floor coverings. All floor areas shall be finished with slip resistant, approved finish. The finish shall be applied to the floor services with the approved applicator or cotton mop after the floor surface has been thoroughly cleaned by mopping or scrubbing and is dry. The application of excessive amounts of finish shall be avoided and a buildup of finish shall not be permitted. Sufficient material shall be used to fully protect the floor surface and present a neat, well-kept appearance. Refinishing shall be done in heavy traffic areas, such as in doorways and corridors, or in heavy work areas as scheduled or as needed (in these areas), to keep the floors fully protected and a uniform well-kept appearance of the entire area. In cases where it becomes necessary to remove the old finish, a neutral soap solution shall be used. Where finish has been permitted to pile up along walls or near furniture, #1 or #2 steel wool may be used in addition to the soap solution. In the case of large areas, the buffing machine equipped with a steel wool pad may be used in the removal of old finish material.

E. Buffing

Floors shall be thoroughly dry before buffing. A buffing machine shall be used nightly, and buffing shall be only enough to bring surface to desired uniform luster. Woodwork, baseboards, and furniture shall not be marred or discolored by the buffing equipment or the material used. Finish shall not be applied to floors nearer than six (6) inches to baseboards or non-movable fixtures, as the buffing brushes will carry enough material to protect a six-inch wide area along the baseboards and fixed

objects, movable furniture, fixture, and equipment, including desks, tables, and business machines on rollers shall not be moved during operation and then replaced.

F. Miscellaneous Fixture cleaning – Water Closets

The inside and outside surfaces of water closets, tanks, and seats shall be cleaned to remove all rust, odors, and water stains.

G. Urinals

Urinals shall be cleaned to remove rust, odors, and stains. Cleaning solutions shall be flushed through the trap to reduce accumulations of scale.

H. Washbowls

Washbowls shall be cleaned to remove all rust, stains, odors, and scale. Abrasives or polishes shall not be applied to fittings. Water used in cleaning shall not be allowed to get between the fixtures and the wall.

I. Drinking Fountains

Drinking fountains shall be cleaned to remove accumulations of stain, rust, and scale. Grilles below fountains shall be dusted daily.

J. Toilet Room Cleaning

1. Provide all cleaning as detailed for urinals, water closets, floor type, mirrors, toilet partitions, walls, ceilings, water fixtures, soap dispensers, paper towels and toilet paper dispensers, hand dryers, countertops, doors, etc.
2. Each month the contractor shall pour a bucket of water into the floor drains.

K. Care of Dispensers

All paper towels, cloth roller towels, toilet paper, and soap dispensers shall be refilled as needed. Paper towel and cloth towel cabinets and soap dispensers shall be cleaned after refilling. The City shall furnish materials used in these dispensers. The contractor shall maintain an inventory of each building of service and provide a weekly report.

L. Glass / Window Cleaning

1. All glass cleaning shall be done as required by schedule.
2. Any paint drops or smears shall be washed from both inside and outside window glass. Steel wool shall not be used, but razor blades or broad knives are permissible.
3. Both inside and outside surfaces of glass shall be washed to remove all traces of film, smudge, dirt, and other foreign matter.
4. In the event it is found to be physically impossible to remove stains from any particular glass pane, the matter shall be called to the attention of the City's Representative so arrangements can be made for the replacement of the glass if deemed necessary.

M. Cleaning Interior Glass



Glass partitions, glass in doors, transoms, glass-draft shields of window, and mirrors shall be cleaned to present a neat, clean appearance, having all dirt and smudges removed.

N. Dusting

All dust shall be removed nightly from exposed surfaces. Furniture to be dusted shall include windowsills, baseboards, woodwork, shelves, fire extinguishers, railings, ledges, machines, and similar items. It shall not be the responsibility of the Contractor to tidy-up desks or filing cabinets, other than to empty and dust and/or wash glass tops. Furniture with removable cushions and backs shall have them removed and dust shall be removed from under them.

O. Polishing Metal

Solid, non-ferrous metal, nameplates, fire extinguishers, and other fixtures shall be polished whenever needed, to present a neat, clean, shiny appearance. Polishing materials shall be used so that finish of metal fixtures and adjacent surfaces will not be damaged.

P. Cleaning Carpets

Carpets shall be thoroughly vacuum cleaned whenever as stated in the contract without damaging nap.

Q. Wall, Partition, and Woodwork Cleaning

Wall, partition, and woodwork shall be washed where wall surfaces are vitreous materials, paint, or enamel; surfaces of walls, wainscoting, partition, and woodwork, which are not washable, shall be spot cleaned to remove accumulations of dirt and pencil marks. All wall registers and grills shall be kept clean.

R. Spot Cleaning of Doors, Windows, Handrails, and Walls

Doors surfaces, facings, casings, and knobs, window casings and stools, and handrails on stairways and walls shall be spot cleaned nightly to remove soil stains, caused by such things as rubber burns, hand prints, dirt, food particles, chemicals, and blood.

S. Cleaning Ash Urns, Ashtrays, and Waste Paper Baskets

Ash urns, ashtrays, and waste paper baskets shall be cleaned thoroughly, nightly.

T. Washing Furniture

Wood and metal desks, table tops, chair and sofa arms shall be cleaned when needed to remove dust, soil, stains, and grease.

U. Trash Removal

The City shall furnish wastebaskets, ash urns, rubbish, and trash containers located in the building. The Contractor shall collect and remove trash and rubbish nightly from the premises and deposit it in proper containers, located in designated areas on the cleaning site(s). The Contractor shall furnish proper containers, required to collect and transport trash and rubbish from the building. Soiled wastebasket liners shall be replaced immediately. The contractor shall empty all recyclable bins at designated areas and disposed of them accordingly.

26. INSPECTION

A Deficiency Report shall be prepared for each location and provided to the Contractor by the Department of Aviation's designee. The Deficiency Report shall be used to write down any discrepancies noted by the Department of Aviations designee or personnel. The Contractor shall

read the Deficiency Report at the beginning of each workday and enter the date, his/her signature, acknowledging receipt of the form and any comments when the deficiency is remedied. Departmental designee will sign the Deficiency Form acknowledging whether or not the discrepancy has been remedied. (Refer to pgs. 18 and 19 of these Technical Specifications for a sample of Deficiency Report form.)

In the event service performed is unsatisfactory, or is NOT in accordance with the Contract specifications, the Contractor shall, upon notification by the Department of Aviation designee provide immediate service to the Department of Aviation to correct any deficiencies noted within a 2 (two) hour response time, without additional cost to the Department of Aviation. The contractor shall provide a 24-hour emergency contact name and number to the Department of Aviation designee.

For failure by the Contractor to provide routine custodial service as specified in the Contract, the City may deduct the prorated share of the unclean area(s) from any payments due, based on the Contractor's price per square foot quoted in the Bid Form. This provision may be used when the work is not promptly corrected by the Contractor or there are continuous, documented deficiencies in the Contractor's performance. This may also serve as cause for dismissal of contract.

27. **ADDITIONAL WORK.** Additional work as specified by Department of Aviation's designee shall be priced as indicated in Exhibit C, Form A-1.

**FC-6949 – JANITORIAL SERVICES AT H-JAIA**  
**DEFICIENCY REPORT – PAGE 1**

Date \_\_\_\_\_

Building \_\_\_\_\_  
Division \_\_\_\_\_  
Contact \_\_\_\_\_

Room \_\_\_\_\_  
Phone \_\_\_\_\_

**DAILY SERVICES**

- ☐ All composition floors shall be swept and/or damp mopped to remove dirt and soiling and deodorized as needed.
- ☐ All Terrazzo, Marble, and Ceramic floors and stairways shall be wet mopped. These areas shall be sealed and polished as needed wherever wear is noticeable.
- ☐ All office counters, furniture, cabinets, desks, chairs, ledges, windowsill partitions, pictures, and other wall adornments, etc. are to be dusted and cleaned as needed.
- ☐ Empty wastebaskets, trashcans, ashtrays, sand urns, water urns, etc. Empty recycle bins into recycle containers. Supply sand and water urns with fresh sand or water. Trash shall be placed in designated locations.
- ☐ Marks and smudges shall be removed as needed from all walls, doors, partitions, elevator cars and doors, light switches, electric and telephone outlets, doorknobs, mirrors, and other high-traffic areas.
- ☐ Report burned-out lights to Airport Maintenance.
- ☐ All areas shall be cleaned with the same type and level of cleaning.
- ☐ All sinks and drinking fountains shall be cleaned and sanitized.
- ☐ All kitchen/breakroom areas shall be cleaned and sanitized.

**WEEKLY SERVICES**

- ☐ Sweep floors with treated dust mop. Mop with string mop and an approved cleaning solution semi-weekly or more frequently if needed.
- ☐ Trashcan liners are to be changed. New liners are to be furnished by the Contractor.
- ☐ Disinfect all walls and floors in Restrooms.
- ☐ Wall, wainscot, and woodwork shall be dusted and soiling removed.
- ☐ All marble/ceramic surfaces and areas surrounding washbasins in Restrooms are to be cleaned and disinfected.
- ☐ Inside of windows shall be cleaned.
- ☐ Telephone receivers shall be damp-wiped with a disinfectant solution.
- ☐ All carpets shall be thoroughly vacuumed, inclusive of corners, edges, and behind doors.

**FC-6949- JANITORIAL SERVICES AT H-JAIA**  
**DEFICIENCY REPORT - PAGE 2**

**SEMIMONTHLY SERVICES**

- ☐ All terrazzo, Marblette, and ceramic floors and stairways are to sealed and polished. High traffic areas shall be polished more frequently as needed.

**MONTHLY SERVICES**

- ☐ All walls, partitions, doors, door closures, and doorframes are to be completely cleaned.
- ☐ Venetian and levolor blinds are to be washed.
- ☐ Draperies and curtains are to be vacuumed.
- ☐ Walls, wainscot, and woodwork are to be thoroughly cleaned.
- ☐ De-scale fixtures in restrooms with acid-type bowl cleaner.
- ☐ Wash and polish all furniture.
- ☐ Clean and disinfect inside and outside of all trash receptacles.

**QUARTERLY OR SEMI-ANNUALLY OR AS STATED BELOW**

- ☐ Air conditioning diffusers return vents, and surrounding areas are to be washed every 6 (six) months.
- ☐ Strip, reseal, and refinish floors with at least two coats of seal and two coats of finish every 3 (three) months.
- ☐ Shampoo carpets every 6 (six) months.
- ☐ Dust and wash, where necessary, ceiling light fixtures and surrounding ceiling every three months.
- ☐ Exterior of windows shall be cleaned every 6 (six) months.

**ANY ADDITIONAL CLEANING SERVICES SPECIFIC TO AREA**

- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

**NOTES:**

Door(s) left unlocked    Suite # \_\_\_\_\_    Room # \_\_\_\_\_

**RECEIVED:**

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**CURED:**

Department of Aviation Staff \_\_\_\_\_ Date \_\_\_\_\_

# EXHIBIT A-1: BID FORM

### EXHIBIT A-1: BID FORM

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
Exhibit A AREA ONE	LUMP SUM	L.S., JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____ PER LUMP SUM				
Exhibit A AREA TWO	LUMP SUM	L.S. JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____ PER LUMP SUM				
Exhibit A AREA THREE	LUMP SUM	L.S., JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____ PER LUMP SUM				
Exhibit A AREA FOUR	LUMP SUM	L.S. JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____ PER LUMP SUM				
Exhibit A AREA FIVE	LUMP SUM	L.S., JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____ PER LUMP SUM				
Exhibit A AREA SIX	LUMP SUM	L.S., JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____ PER LUMP SUM				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
Exhibit A AREA SEVEN	LUMP SUM	L.S., JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____  _____  PER LUMP SUM				
Exhibit A AREA EIGHT	LUMP SUM	L.S. JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____  _____  PER LUMP SUM				
Exhibit A AREA NINE	LUMP SUM	L.S., JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____  _____  PER LUMP SUM				
Exhibit A AREA TEN	LUMP SUM	L.S., JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT  _____  _____  PER LUMP SUM				
		TOTAL BASE BID  _____				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
Exhibit A	UNIT PRICE	U.P., JANITORIAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT:  FOR ADDITIONAL BUILDING SQUARE FEET FOR BUILDINGS/FACILITIES ADD ONS.  _____  _____  PER LUMP SUM				
Exhibit A	UNIT PRICE	U.P, WINDOW WASHING PER SQUARE FEET: EXTERIOR: _____ INTERIOR: _____  _____  PER UNIT PRICE				
Exhibit A	UNIT PRICE	U.P., FOR PRESSURE WASHING EXTERIOR BUILDING PER SQUARE FEET: _____  TWO STORY STRUCTURE: _____  SIDEWALKS PER SQUARE FEET: _____  _____  _____  PER UNIT PRICE				
		TOTAL BASE BID WITH UNIT PRICE				



# **EXHIBIT B: AUTHORIZING LEGISLATION**

# EXHIBIT C: DEFINITIONS

## EXHIBIT C

### DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

1. "Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Contractor or Contractor's subcontractors; (c) the Services Agreement and the Services Agreement Documents; or (d) the performance of the Services under this Services Agreement or any Task Order.
2. "Charges" means the amounts payable by City to Contractor under this Services Agreement.
3. "City Security Policies" means the policies set forth in **Exhibit E**.
4. "Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.
5. "Confidential Information" means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party's past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Services Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act

or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

6. "Contract Documents" include this Agreement and the Exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.
7. "Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.
8. "Notice to Proceed" means formal written notice from City to Contractor to begin performing Services under a Task Order issued under this Services Agreement.
9. "Party" or "Parties" means City and/or Contractor / Service Provider.
10. "Person" means individuals, partnerships, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives, and/or other recognized legal entities.
11. "Service Provider Personnel" means and refers to Service Provider employees or subcontractors hired to perform Services hereunder.
12. "Third Party" means a Person other than the Parties.

# **EXHIBIT D: INSURANCE AND BONDING REQUIREMENTS**

**EXHIBIT D**  
**INSURANCE & BONDING REQUIREMENTS**  
**FC-6949 Janitorial Services HJIA**

**A. Preamble**

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D and applicable to the agreement.

**1. Evidence of Insurance Required Before Work Begins**

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

**2. Minimum Financial Security Requirements**

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Exhibit D must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Exhibit D that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management  
68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The City of Atlanta must be named as certificate holder. All notices must be mailed to the attention of Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements – Form CG 20 26 07 04 or their carrier equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the state of Georgia. A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than 10 days after the inception date of the contract.

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subcontractor/Consultants/sub consultants at all tiers to be sufficiently insured/bonded.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . Statutory



Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than \$1,000,000 per occurrence subject to a \$2,000,000 aggregate. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/Subcontractor/Consultants
- ☒ Products – Completed Operations
- ☒ Pesticide or Herbicide Applicator Coverage
- ☒ Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Exhibit D.

In addition and in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of ten million (\$10,000,000) combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

E. Pollution Liability

Contractor/Consultant must procure and maintain Pollution Liability Insurance in an amount not less than \$1,000,000 each occurrence/aggregate. Completed operations coverage shall remain in effect for no less than three (3) years after final completion. This coverage can also be satisfied with an endorsement to the General Liability policy.

F. Performance and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and Performance Bond to the City in an amount equal to 100 percent of the total contract value and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

## EXHIBIT D

### ATTACHMENT 1

**CITY OF ATLANTA  
HARTSFIELD JACKSON ATLANTA INTERNATIONAL AIRPORT  
OCIP INSURANCE REQUIREMENTS – EXCLUDED CONTRACTORS**

- ♦ Evidence of insurance is required before any work can begin
- ♦ Insurance certificates must satisfy required coverages and limits
- ♦ Additional Insured Endorsements must be provided for general & auto liability
- ♦ Insurance must be maintained for the duration of work on the project
- ♦ Insurers must possess AM Best ratings of A- IX or better
- ♦ Certificate Holder: City of Atlanta  
68 Mitchell Street, Ste. 9100  
Atlanta, Georgia 30303

Worker's Compensation	Statutory
Employer's Liability	\$500,000 each accident \$500,000 each disease \$500,000 policy limit
Commercial General Liability	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 each injury
Products/Completed Operations	\$2,000,000 annual aggregate
General Aggregate	\$2,000,000
Automobile Liability	\$2,000,000 CSL for BI/PD (away from Airside) \$5,000,000 CSL for BI/PD (on Airside) \$10,000,000 CSL for BI/PD (restricted access Airside)

In accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of ten million (\$10,000,000) combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

Excess Liability	May be used to achieve minimum limits
------------------	---------------------------------------

## EXHIBIT D-1

### **PERFORMANCE AND PAYMENT BONDS**

1. At, or prior to, Service Provider's execution of the Services Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the price specified in the Services Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto as Attachments 1 and 2, which surety bond or bonds must be renewed annually, at one hundred percent (100%) of the then current price specified in the Services Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.
2. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.
3. The surety company issuing the bonds must give the Aviation General Manager notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.
4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.
5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.

## EXHIBIT D-1

### ATTACHMENT 1

#### Performance Bond

##### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

## Performance Bond

"City" City of Atlanta, Georgia  
"Project" Janitorial Services at Hartsfield-Jackson Atlanta International Airport (ITB)  
"FC No." 6949  
"Principal"

Type of Organization ("X" one):  
☐ Individual  
☐ Partnership  
☐ Joint Venture  
☐ Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

duly authorized by the Commissioner of Insurance of  
the State of Georgia to transact surety business in the  
State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding  
performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and  
firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves,  
our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply  
with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said  
Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such  
Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of  
warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of  
time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or  
addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation  
on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition  
to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and  
36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof,  
though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Senior Assistant City Attorney

**APPROVED**

\_\_\_\_\_  
City's Chief Financial Officer

## EXHIBIT D-1

### ATTACHMENT 2

#### Payment Bond

##### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.



## Payment Bond

"City" City of Atlanta, Georgia  
"Project" Janitorial Services at Hartsfield-Jackson Atlanta International Airport (ITB)  
"FC No." 6949  
"Principal"

Type of Organization ("X" one):  
☐ Individual  
☐ Partnership  
☐ Joint Venture  
☐ Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

duly authorized by the Commissioner of Insurance of  
the State of Georgia to transact surety business in the  
State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding  
performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and  
firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves,  
our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all  
Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work,  
this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or  
addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation  
on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition  
to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-  
101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though  
not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

\_\_\_\_\_  
Senior Assistant City Attorney

APPROVED

\_\_\_\_\_  
City's Chief Financial Officer

# EXHIBIT E: SECURITY REQUIREMENTS

## **HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

### **FC-6949: JANITORIAL SERVICES**

#### **EXHIBIT E**

#### **AIRPORT SECURITY REQUIREMENTS**

1. **Security.** Contractor shall at all times conduct all operations under this Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Contractor shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.
2. **Airport Security Requirements.** Contractor shall comply with the Transportation Security Administration (TSA) and the City's security requirements for the Airport. Contractor shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.
3. **Preventing Unauthorized Access.** The Airport has been secured to prevent unauthorized access to the Air Operations Area (AOA), the secured area, the sterile area and other controlled areas of the Airport. Contractor shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Contractor shall control its operations and the operations of its subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.
4. **Transportation Security Administration/Responsibility of Contractor.** In order to comply with the TSA and DOA security requirements, Contractor shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Contract. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.
5. **Security Identification Display Area (SIDA).** The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel

associated with construction contracts in the AOA secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.

5.1. FBI/CHRC Checks. To obtain a SIDA badge, each individual must successfully undergo a Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC) which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two forms of Identification prior to the badging process. At least one form of identification must have been issued by a government authority and at least one must contain a photograph. Contractor shall be responsible for all fees associated with obtaining a SIDA badge, (i.e. badge and fingerprint fees as determined by DOA). The current cost for the CHRC is \$60.00 per individual. The current cost for badge is \$60.00 per individual. Costs for lost badges is \$200.00. Contractor shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Contractor/Escorting Requirements are specified in subsection below.

6. Displaying Badges. Employees and those of all subcontractors must display a DOA issued badge showing Contractor's name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.

7. Badging Records and Process. Contractor shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. Contractor will be required to furnish this information to the DOA upon request.

7.1. The Badging process may begin upon the Contractor's receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the Contractor has completed the badging process.

7.2. If applicable, an Administrative NTP may be presented to the DOA Security Division by the Contractor in order to initiate the badging process for the Contractor's employees.

7.3. The Contractor shall appoint one of its employees as an Authorizing Agent and submit his or her name, on the Contractor's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Contract Number, Point of Contact, Telephone and Fax number, list of subcontractors including subcontractors' Authorizing Agent nature of the work to be performed by Contractor, and each subcontractor, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the Contractor's Insurance Certificate shall accompany

the letter. Once badged, the Contractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.

7.4. Each Subcontractor identified in the Contractor's letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the Contractor, to the DOA Security Division. A copy of the Subcontractor's Insurance certificate shall accompany the letter. Once badged, the Subcontractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.

7.5. Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.

7.6. Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the authorizing agent at the time of the briefing at the DOA Security office.

7.7. Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year Federal Bureau of Investigation (FBI) based criminal history records check for each individual employee.

7.8. Pursuant to TSR § 1542.209 certain Felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.

7.9. The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Contractor's and subcontractor's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.

7.10. Badges issued to Contractor and subcontractor employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:

- 7.10.1. Completion of Contract or subcontract, unless extended by the City;
- 7.10.2. Expiration of Insurance coverage, as indicated on the Contractor's Insurance certificate; or
- 7.10.3. Employee's driver's license expiration date;
- 7.10.4. Two (2) years from the issuance of the badge.

- 7.11. Contractor and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager, Facilities and the DOA Security Manager, explaining the reason(s) for the badge extension on Contractor's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.
- 7.12. Contractor's questions concerning Airport Security shall be directed to (404) 530-6667.
8. Drivers. All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a "D" sticker placed on the face of the badge by the DOA Security department.
- 8.1. Ramp Certification. City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. These drivers shall only operate vehicle on the approved NLVR's & Aprons, excluding the Aircraft Movement Area. Contractor shall contact Airport Operations, at (404)530-6620 during normal business hours to schedule the training session.
- 8.2. Except where noted, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).
- 8.3. Contractor shall mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).
- 8.4. All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. Magnetic signs are prohibited from use in the AOA.
9. Protocols for Contractor Escorting. Prime contractor must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. Contractor must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the Aviation Security Division for approval. Contractor may contact DOA Security Manager at (404) 530-6667 during normal operating hours. These requirements cover security escorting of unbadged personnel through airport security gates. The requirements for escorting onto the Aircraft Movement Area (AMA) and for crossing-guards on the airfield are included in the Technical Specifications.

- 9.1. All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.
- 9.2. Contractor and escorted personnel shall have no Terminal or Concourse access.
- 9.3. Escorting is limited to an Airport SIDA badged prime Contractor or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).
- 9.4. Escorting person(s) must have a SIDA badge.
- 9.5. Designated badged prime Contractor employees approved or badged escorting subcontractor must escort prime Contractor employees and subcontractors' employees to all work sites. Once at the work site, badged employees, prime or subcontractors', may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.
- 9.6. All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee's name, Contractor's name and project number or name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.
- 9.7. Maximum vehicular escort—one (1) prime contractor vehicle or approved badged escorting subcontractor is permitted to escort two (2) subcontractor vehicles.
- 9.8. All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.
- 9.9. All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 59. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 9.10. In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 59 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

## 10. Construction Contracts Within Sterile Area (Inside Terminal, Concourses)

- 10.1. Highest level of Security required.



- 10.2. All employees of prime Contractor and subcontractor, must be badged to work in the sterile area.
- 10.3. If escorting of unbadged Contractors and or subcontractors is required, an approved sponsor agency (DOA, AATC, IAC , HACM, HCM, etc.) must perform escort full time.
- 10.4. For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime Contractor or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.
11. Restricted AOA Access. Contractor shall allow passage into the AOA or secured area through its access point to persons, vehicles, and equipment displaying identification of the DOA or provide an escort for each person or vehicle not displaying proper identification. Escort vehicles must be insured as specified per Exhibit D, Insurance and Bonding Capacity. Escorted vehicles need not carry the aforementioned coverage but must carry the minimum amounts of insurance required by Georgia Law. However, Insurance coverage of escort vehicles must provide coverage as specified by Exhibit D for vehicles being escorted.
12. Visual Aids. In the event of the possibility of contact with the AOA or secured area, Contractor shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and night time work, subject to City's approval prior to the start of any work under this Contract. The approved system of marking and delineating shall be installed, maintained and protected at all times.
13. Tools and Materials. Contractor shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.
- 13.1. All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Contractor and/or subcontractor, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

- 13.2. All tools and materials must be secured to prevent unauthorized use at all times within the secured areas of the Airport and/or the AOA. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.
- 13.3. Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.
- 13.4. All vehicles shall remain subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport. The possession of weapons and other prohibited items may result in criminal or civil charges in accordance with applicable laws.
14. Terminal/Curbside. A maximum of two (2) Contractor vehicles or two (2) subcontractor vehicles may be permitted in a work area at any given time, subject to the approval of the Atlanta Police Department, and the DOA Security. In the event one (1) Contractor vehicle is present, then no more than one (1) subcontractor vehicle may be present at the same time, and vice versa.
- 14.1. Debris removal may be allowed from curbside with special permission by the DOA Security Department.
- 14.2. When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.
- 14.3. Areas surrounding vehicles accessing curbsides must be kept clean at all times.
- 14.4. For purposes of obtaining Terminal or Curbside access, the APD Airport Section shall be contacted by dialing (404) 530-6630 24 hours in advance of the desired access time.
15. Staging Areas. The Contractor's Construction staging area shall be identified on the plans.
16. Federal Inspection Service Areas. For any or all work conducted within Federal Inspection Service (FIS) areas, Contractor shall submit FIS Authorization requests to the U.S. Customs Service (404) 765-2303. The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.

16.1. Contractor shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.

17. Security Checkpoints. Contractor and subcontractors shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted Security agents. In general, contractors will not be allowed to carry tools and construction materials through the passenger security screening points.

17.1. Questions regarding Federal Security Checkpoints shall be directed to (404) 763-7437 or (404) 530-2150.

# **EXHIBIT F: DISPUTE RESOLUTION PROCEDURES**

**EXHIBIT F**  
**DISPUTE RESOLUTION PROCEDURES**

- 1 If Contractor contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Contractor shall, without delay and within three (3) days of being aware of the circumstances giving rise to Contractor's claim, provide written notice of its claim to City. If Contractor fails to give timely notice as required by this subsection or if Contractor commences any alleged additional work without first providing notice, Contractor shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Contractor's written notice to City is required under this subsection, Contractor shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Services Agreement.
- 2 The parties are fully committed to working with each other throughout the project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
- 3 If a dispute or disagreement cannot be resolved informally Contractor Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 4 If the City and Contractor are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

# **APPENDIX A: OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF CONTRACT COMPLIANCE  
Hubert Owens  
Director  
[howens@atlantaga.gov](mailto:howens@atlantaga.gov)

08/27/2013

**RE: Project No.: FC-6949, Janitorial Services at H-JAIA.**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov> and choosing "Title 13-Business and Credit" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

**The City of Atlanta looks forward to the opportunity to do business with your company.**

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**CITY OF ATLANTA**  
**SMALL BUSINESS ENTERPRISE**  
**POLICY STATEMENT**

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

### **Implementation of SBE Policy**

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE or other acceptable certification number, and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE or other acceptable certification number, and supplier id number

### **Determination of Good Faith Efforts During Bid Process**

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the requirement of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following:

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBE1.
2. Outreach Efforts Documentation. Each Bidder shall submit with her/his Bid written documentation demonstrating the Bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.
3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, certification number of each business, and any other information requested by the Office of Contract Compliance. In order for the Office of Contract Compliance to officially consider a firm to be an SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the proponent's bid submission.

### OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

### **Small Business Enterprise Program Bid/RFP Submittals**

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. All subcontractors that a prime proponent is seeking to receive participation credit for, must be certified by the City of Atlanta OCC, or have an application pending at the time of the solicitation due date. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

### **Monitoring Of SBE Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the SBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to SBEs if applicable. The audit will review payments to SBE subcontractors to ensure that the actual amount paid to SBE subcontractors equals or exceeds the dollar amounts stated in the schedule of SBE participation.

**First Source Jobs Program Policy Statement**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Deborah Lum  
City of Atlanta  
Atlanta Workforce Development Agency  
Executive Director  
(404) 546-3001 (O)**

**Small Business Enterprise Goals for this Project**

**Project No.: FC-6949, Janitorial Services at H-JAIA**

The Small Business Enterprise goals for the trade categories listed in this project are:

**35.0% SBE**

Participation percentage shall be calculated by measuring the dollar value of **COA certified SBE** sub consultant work performed in the areas inclusive of but not limited to; renovation, rehabilitation and construction - against the total contract dollar value paid to the prime proponent. Subcontractor participation must be contemplated throughout the life of the contract agreement.

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

### **Small Business Enterprise Program Reminders**

1. **Subcontractor Certification.** It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm. All subcontractors that a prime proponent is seeking to receive participation credit for, must be certified by the City of Atlanta OCC, or have an application pending at the time of the solicitation due date.
2. **Reporting.** The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **SBE Ordinance.** The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of a firm's revenue or employee size with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal

**FORM SBE-1**



# SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both SBE and Non-SBE Certified) that were contacted regarding this project.

[illegible]



## SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority Owned and Small Business Enterprise (SBE) subcontractors/suppliers, including lower tiers, to be used on this project.

Total Bid Amount\_\_\_\_\_

[illegible]

Total SBE% \_\_\_\_\_

(\*\*\*Note... EBO or DBE certification does not qualify for SBE projects. Proponents must provide copies of subcontractors' current certification)

Proponent's Co. Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ FC#: \_\_\_\_\_

Proponent's Contact Number: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Please Print)

Date: \_\_\_\_\_

## **FIRST SOURCE JOBS PROGRAM POLICY STATEMENT**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Deborah Lum of the Atlanta Workforce Development Agency at (404) 658-6312. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

## FIRST SOURCE JOBS INFORMATION FORM

Company Name: \_\_\_\_\_

FC Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry-level positions will become available as a result of the above referenced contract with the City of Atlanta:

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: \_\_\_\_\_

Phone: \_\_\_\_\_

FORM 4

**THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_**

**This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Contractor

FORM 5

# **APPENDIX B**

## **CONTRACTOR AFFIDAVIT**

**Contractor Affidavit**

**O.C.G.A. § 13-10-91(b)(1)**

By executing this Contractor Affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer:     City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

FC-6949: Janitorial Services



**[END OF DOCUMENT]**